

Mortgage Record No. 52.

This Indenture, Made this 17th day of October in the year of our Lord Nineteen hundred and fourteen, between Daniel Heffner, a single man, of the City of Douglas and State of Kansas, of the first part, and Annie S. Boardman of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Eight hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents doth grant, bargain, sell and mortgage to the said part y of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

Lot number Fifteen (15) in Fair Grounds Addition, an Addition to the City of Lawrence, in said County and State.

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part he hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and fifty Dollars according to the terms of one Note this day executed.

and delivered by the said party of the first to the said part y of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said party of the first part two heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part he hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Daniel Heffner (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 17th day of October A. D. 1914, before me, Jennie Hax a Notary Public in and for said County and State, came

Daniel Heffner, a single man to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 30th Mar 1916.

Jennie Hax Notary Public.

Filed for Record the 17th day of Oct.

A. D. 1914, at 2:40 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Geo. S. Metzl Deputy.

This Indenture is confirmed on the original instrument in the County of Douglas, Kansas, at the City of Lawrence, on the 17th day of October, A. D. 1914, by the said Daniel Heffner, and the said Annie S. Boardman.

Recorded Oct. 26th 1914
E. L. Lawrence
Register of Deeds

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. At witness my hand this 18th day of October, A. D. 1916.
Floyd L. Lawrence
Register of Deeds.
Geo. S. Metzl
Deputy.